

CITY COUNCIL
LESLIE MCPHERSON, MAYOR
DANNY CARTER, MAYOR PRO TEM
SHIRLEY MARCHMAN
MATTHEW MONTAHAN
STEPHANIE WARMOTH
ANNA MCCOY

City of Villa Rica



CITY MANAGER: TOM BARBER
CITY CLERK: THERESA CAMPBELL
CITY ATTORNEY: C. DAVID MECKLIN

571 W BANKHEAD HWY
VILLA RICA, GA. 30180
770.459.7000 | VILLARICA.ORG

SPECIAL CALLED CITY COUNCIL MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street

April 2, 2024 | 4:00 PM

Meeting Call to Order (Mayor Leslie McPherson)

Public Comment (We ask that you sign in for Public Comment before the meeting begins. Please state your Name and Address for the record and limit your comments to three minutes.)

Adoption of the Agenda (Mayor Leslie McPherson)

A. Governing Body Mayor Leslie McPherson

1. WIC Agreement
2. Discussion of Personnel Matters

B. Adjournment (Mayor Leslie Mcpherson)



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: NEW LEASE AGREEMENT WITH DEPARTMENT OF HEALTH

AGENDA DATE: April 2, 2024

DATE PREPARED: April 2, 2024

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: Approval of a new lease agreement with WIC (Women, Infants & Children) to relocate their building to Powell Park.

BACKGROUND: The Georgia Department of Public Health, District 4, has operated a WIC facility off Cleghorn Street on City property. Once the City swapped that land with Arbour Valley we needed to relocate the building. The WIC leadership has chosen to relocate to Powell Park. The lease is for \$1 per year for five years.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Moving the WIC building is necessary in order for Arbour Valley to develop the land they received in the swap several years ago.

MOTION: I move to authorize the Mayor and City Clerk to execute the lease agreement with the Georgia Department of Public Health.

AGREEMENT/LEASE

THIS LEASE is made this 20th day of March, 2024, by and between **the City of Villa Rica** ("Landlord") and **D4 WIC Georgia Department of Public Health** ("Tenant").

WITNESSETH:

1. Description of Leased Land Landlord, for and in consideration of the rents, covenants, agreements and stipulations to be paid, kept and performed by Tenant, has leased and rented, and by these presents does lease and rent unto Tenant, and Tenant hereby agrees to lease and take upon the terms and conditions herein that real property described as a portion of the property located at 524 Leslie Drive, Villa Rica, Georgia, which is drawn on Exhibit "A", which is attached hereto and by reference incorporated herein (the "Premises").

2. Term. This Lease shall be for a term of five (5) years beginning on the date of execution of this Lease. Upon agreement of the parties, this Lease may be extended for an additional five (5) year term.

3. Rental. The rent shall be One Dollar (\$1) per year as well as the consideration of the Tenant maintaining a Women, Infants & Children (WIC) Program (public health department services) for the Villa Rica community on the Premises and the Tenant's fulfillment of the terms of this Lease.

4. Payment of Expenses. Tenant shall pay all utility bills, including but not limited to water, sewer, gas, electricity, fuel, light and heat bills for the Premises, and Tenant shall pay all charges for garbage collection services or other sanitary services rendered to the Premises or used by Tenant in connection therewith. Tenant shall install, maintain and repair the building placed on the Premises at its own expense after building relocation and complete set-up. Note: Landlord shall pay for the effective transport of the modular building and initial installation of all utilities to the building unit once relocated to 524 Leslie Drive, Villa Rica. Landlord shall also be responsible for preparing and setting Tenant(s) buildings foundation(s) at the new location and any noted damages incurred to the modular building during transportation and set-up. Tenant shall report any damages incurred within 120 days of relocation and set-up. Tenant shall maintain adequate liability insurance for the building unit and the Premises.

5. Use of Premises. Premises shall be used for Tenant to place its mobile building(s) currently located at 201 Cleghorn Street, Villa Rica, Georgia. The building(s) shall be relocated to 524 Leslie Drive, Villa Rica, Georgia at **Landlord's expense**. Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on Premises. Tenant shall have access and use of the parking lot but shall not have access to the accessory buildings owned by Landlord.

6. Temporary Office Space. Landlord agrees to provide Tenant two (2) offices at located at Powell Park Recreation Center to be used during the transitional period while Tenant's

buildings are being prepared to be moved until such time as the buildings have been relocated to 524 Leslie Drive, Villa Rica, Georgia.

6. Repairs by Tenant. Tenant shall, throughout the initial term of this Lease and all renewals thereof, at its expense, maintain in good order and repair the Premises. Tenant agrees to return Premises to Landlord at the expiration, or prior to termination, of this Lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty excepted.

9. Assignment and Subletting. Given the unique nature of this Lease, Tenant may not assign or sublease all or portions of the Premises to others without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

10. Removal of Fixtures. Tenant may (if not in default or breach hereunder) prior to the expiration of this Lease, or any extension thereof, remove all fixtures and equipment which it has placed on the Premises, including the mobile building(s) placed on the Premises at the Tenant's expense, provided Tenant repairs all damage to Premises caused by such removal.

11. Remedies of Landlord. It is mutually agreed that in the event Tenant shall be in default in performing any of the terms or provisions of this Lease and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Landlord; or if Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; or if Tenant makes an assignment or delegation under this Lease; then, and in any of events, Landlord at his option may terminate this Lease by written notice to Tenant; whereupon this Lease shall end. Upon such termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; Tenant will at once make reasonable arrangements for the removal of any fixtures as provided in Section 10, and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer or other tort.

12. Termination. This Lease may be terminated upon one (1) year's written notice by either the Tenant or Landlord. This Lease shall terminate if Tenant ceases to operate WIC Program/public health department services on the Premises.

13. Mortgagee's Rights. Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt which is now, or may hereafter be, placed upon the Premises by Landlord.

14. No Estate in Land. This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale.

15. Holding Over. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties,

Tenant shall be a Tenant at will at rental rate in effect at end of Lease; and there shall be no renewal of this Lease by operation of law.

16. Rights Cumulative. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

17. Tenant's Environmental Indemnity.

(a) In the use, occupation and operation of the Premises, Tenant shall comply with all Hazardous Materials Laws.

(b) Tenant shall be responsible for payment of any fines, penalties, or cleanup costs for the Premises necessary for compliance with Hazardous Materials Laws that arise as a result of Tenant's use, operations on, or occupation of the Premises.

(c) Tenant does hereby indemnify, defend, and hold harmless Landlord from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen, including without limitation counsel, engineering, and other professional or expert fees, that Landlord may incur by reason of Tenant's action or inaction with regard to Tenant's obligations under this Section 17.

(d) "Hazardous Materials Laws" shall be defined as federal, state or other local laws, regulations, ordinances, rules or other legal requirements regulating the storage, transportation, handling, disposal, presence or use of any contaminants, toxic chemicals, pollutants, asbestos, radioactive or hazardous waste or materials, toxic or other hazardous or non-hazardous waste or materials, toxic or non-hazardous substances or pollutants.

18. Notice. Unless otherwise provided herein, communications provided for hereunder shall be in writing and shall be mailed, telecopied or delivered as follows:

If to Tenant: District 4 Nutrition Services Director
Georgia Department of Public Health
300 Main Street
LaGrange, Georgia 30240

Fax 706-845-4039

or at such other address for notice as the Tenant shall last have furnished in writing to the person giving the notice.

If to Landlord: City Manager
City of Villa Rica
517 W. Bankhead Highway
Villa Rica, Georgia 30180

or at such other address for notice as Kevin Drummond, Attorney for the Landlord, shall last have furnished in writing to the person giving the notice.

All such notices and other communications shall be effective (a) if mailed, when received or three (3) days after mailing, whichever is earlier; (b) if telecopied, when transmitted; or (c) if hand delivered, when delivered.

19. Waiver of Rights. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with his obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

20. Definitions. "Landlord" as used in this Lease shall include its representatives, assigns and successors in title to Premises. "Tenant" shall include its representatives, assigns and successors. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

21. Entire Agreement. This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

(The immediately following page is the signature page)

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in duplicate, the day and year first above written.

LANDLORD
City of Villa Rica

By: _____

Witness

Notary Public

TENANT
GA-D4 Department of Public Health WIC Program

By: _____

Witness

Notary Public

EXHIBIT "A"

GA811 Locate Request

Ticket Number :	240115-002757	Ticket Type :	Design
Date/Time :	01/15/2024 14:23		
Previous Ticket :		Source :	Web Tickets

Company Information

UTILITY MARKING LLC 1553 Mallory Rae Dr Snellville 30078, GA 30078	Company Type : Phone :	Contractor (678) 357-1946
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Caller Name :	Manuel Cifuentes	Field Contact :	MANUEL CIFUENTES
Phone :	(678) 316-6913	Phone :	(678) 316-6913
Email :	support@utility-marking.com	Email :	support@utility-marking.com

Work Information

Work Type :	Design	Longitude :	-84.9298857
		Latitude :	33.7273563
Project Duration :		Done For :	Falcon Design Consultants, LLC
County :	CARROLL	Street :	524 Leslie Dr
State :	GA		
City :	VILLA RICA	Cross Street :	Tanyard Rd
White-Lined :	No	# White Line Areas :	0
Response Type:	Mark utilities		

Locate Instructions

Please locate the entire property 524 Leslie Dr, Villa Rica, GA 3018. Only provide a copy of the drawings or other records. Do not mark. Thanks.

Remarks

This information has not been verified by the Utilities Protection Center, Inc. d.b.a. Georgia 811 and is not warranted for any purpose. This information is furnished solely as an accommodation to the requesting party who warrants that it shall not be used in connection with any excavation or other work covered by Title 25, Chapter 9 of the Official Code of Georgia Annotated.

Dates

Response By : 01/30/2024 23:59

Members (responses as of Tuesday, January 16, 2024 11:34 AM)

Code	Name	Facility Type	Phone
AGL106	ATLANTA GAS LIGHT CARROLLTON - Gas AGL106		(470) 366-6639 [Main]
ATT02	ATT / T - ATT02	Telecommunication	(800) 241-3624 [Main]
BSCA	ATT / D - BSCA	Telecommunication	(305) 409-1542 [Main]
GP620	GEORGIA POWER - GP620	Electric	(404) 506-6539 [Main]

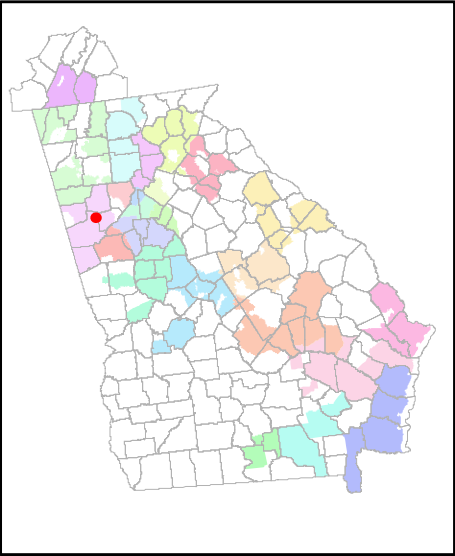
SYNCH	SYNC GLOBAL – SYNCH	Telecommunication (678) 877–7123 [Main]
	January 16, 2024 8:27 AM 9D: Design Locates: Clear, No Facilities (boss811)	
VILL50	CITY OF VILLA RICA – VILL50	Water (770) 550–5322 [Main]
	January 16, 2024 7:02 AM 9A: Design Locates: Marked (distribution@villarica.gov)	
VILL51	CITY OF VILLA RICA – VILL51	Sewer (770) 550–5322 [Main]
	January 16, 2024 7:02 AM 9A: Design Locates: Marked (distribution@villarica.gov)	

Line Locate

Atlanta Gas Light

Chattanooga Gas

- Steel Main
- Plastic Main
- Iron Main
- ConnectorPipe
- Copper Main
- Service Line
- Retired Gas Main
- Conflict Area



This drawing, map or record (Document) is provided by Southern Company Gas and its subsidiaries (GAS) and is intended to serve as a guide. Reproductions of this Document are not allowed without written permission of GAS. GAS does not warrant the accuracy or usefulness of the Document and disclaims all liability associated with your use of this Document. This Document is not a means of locating underground utilities. You are required to contact the national utility locating service at 811 prior to digging around any underground utility.



0 20 40 80 120 160 Feet

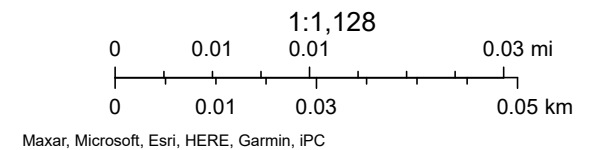
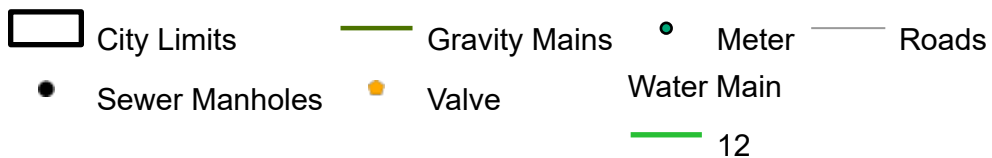


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri Korea, and the GIS User Community

WATER & SEWER - CITY OF VILLA RICA



1/16/2024, 6:58:57 AM



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(c) Tenant does hereby indemnify, defend, and hold harmless Landlord from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen, including without limitation counsel, engineering, and other professional or expert fees, that Landlord may incur by reason of Tenant's action or inaction with regard to Tenant's obligations under this Section 17.

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If to Landlord: City Manager
City of Villa Rica
517 W. Bankhead Highway
Villa Rica, Georgia 30180

or at such other address for notice as Kevin Drummond, Attorney for the Landlord, shall last have furnished in writing to the person giving the notice.

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21. Entire Agreement. This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

(The immediately following page is the signature page)

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in duplicate, the day and year first above written.

LANDLORD
City of Villa Rica

By: _____

Witness

Notary Public

TENANT
GA-D4 Department of Public Health WIC Program

By: _____

Witness

Notary Public

EXHIBIT "A"